



TC FENCING & LANDSCAPING TERMS & CONDITIONS

2023



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1. QUOTATION

- 1.1** Acceptance of the quotation means that the Client has read and understood the terms and conditions set out below. Any queries should be clarified before acceptance of the works with TC Fencing and Landscaping.
- 1.2** This quotation price is valid for thirty days from the date shown on the quotation and thereafter, expires automatically. If you wish to proceed with your landscaping job, you must let us know before the 30-day period expires.
- 1.3** This quotation price is open to reasonable negotiation should the Client require alterations based on budget expectations.
- 1.4** The quotation is based on all known conditions disclosed by the Client at the time of consultation.
- 1.5** The Contractor reserves the right to increase quotation prices with prior notice to the Client. This will only relate to factors outside TC Fencing and Landscaping's control. Examples of this include, raw materials increase, fuel price increase, etc.
- 1.6** The Client will pay any costs related to extra works, or costs due to unexpected difficulties or changes, which as a result were not explained at the time of consultation and have therefore not been noted within the quotation. All costs related to extra works will be discussed with the Client prior to execution.
- 1.7** Only the duty of works described in the quotation, will be carried out by the Contractor.
- 1.8** Any additions or alterations by the Client to the already agreed work schedule will be properly treated as modifications and subject to written quotations.
- 1.9** Special conditions such as neighbour disputes or access issues will be noted in the quotation once has been informed by the Client.
- 1.10** It is the responsibility of the Client to ensure that we are made aware of any bylaws/conditions/permissions that may be involved. It is assumed by the Contractor that all planning laws or regulations have been applied before any work is to begin.
- 1.11** The Contractor and their staff accept no responsibility for any work carried out on land that is not owned by the Client.

2. EXTENT OF WORK

- 2.1** All work will be carried out by TC Fencing and Landscaping's experienced staff, as well as any agreed third-party workers and sub-contractors.
- 2.2** TC Fencing and Landscaping will require access to the site during normal working hours. These hours include 8am until 5pm in winter months and 7:30am until 5:30pm in the summer months. Works take place Monday-Sunday.
- 2.3** The Contractor will carry out and complete the landscape work described in the quotation in a professional manner. They shall have no obligation to execute any further work unless agreed in writing between all parties involved within the contract.



2.4 Unless otherwise specified by the Client, the Contractor will provide the required machinery, tools, and equipment needed to carry out the works detailed in the schedule of works.

2.5 The Contractor will fulfil snags requested by the Client, within good reason.

2.6 Any concerns or complaints after the works have been finished should be given to TC Fencing and Landscaping within 7 days of completion of works.

2.7 Turfing - it is the responsibility of the Client to carry out the necessary care in relation to turfing. No responsibility will be taken by TC Fencing and Landscaping once the works have been completed.

3. LANDSCAPING WORK

3.1 Landscaping work or the delivery of materials will not take place until the Client confirms their acceptance of the works with TC Fencing and Landscaping via Billdu. This will then act as a legally binding document between the Client and TC Fencing and Landscaping.

3.2 The Client is responsible for obtaining any necessary planning permission for the works to be carried out and to obtain for any statutory permissions or licenses.

4. THE SITE

4.1 The Client guarantees that the site is free from flooding, rock, tree stumps not specified to be removed, mine workings, covered wells or other cavities, running sand, service pipes, and cables, sewage or land drains, foundations or other hazards or obstructions which are not discoverable upon visual inspection of the surface of the site or made known in writing to the Contractor prior to the submission date of the quotation. The Contractor shall be entitled to make a reasonable charge for all additional work necessary resulting from the discovery of such hazards.

4.2 An appropriate time and proper access to the site should be made available to the Contractor by the Client to ensure that the work is to be carried out in an efficient manner.

4.3 The Client has the responsibility to ensure the safety of their children, family members, pets, and visitors always whilst all work is being carried out on their property.

4.4 The Client has a duty to provide the Contractor and their team access to water and electricity. These services and facilities shall be at the sole cost of the Client.

4.5 The Contractor is free from any liabilities (structural or accidental) when using machinery, except for accidents caused by improper use.

4.6 The Client will be responsible for the removal/disposal of any pet waste before the commencement of work. If the works cannot be carried out the team will leave the site and you may still be charged.

4.7 The Client will be expected to move any garden furniture, play equipment, plant pots etc. prior to the work commencing.

4.8 Should parking permits or parking costs be required for vehicles attending the job site in connection with the works, these costs will be charged in addition to the overall fee, on completion of the project.



5. MATERIALS

5.1 Once the materials have been delivered to the site, they become the responsibility of the Client and the Contractor accepts no loss, damage, or expense upon delivery for any reason.

5.2 All materials which prove to be in excess to the Contractor's requirements, shall remain the Contractor's property and shall be removed by the Contractor who will have the right to enter the site for that sole purpose.

5.3 The Contractor is not liable for the any loss or theft of materials from the site. Additional materials required from damage, loss, or theft, shall be at the Client's expense.

5.4 Storage space for materials and equipment/machinery is also required, therefore, the Client shall provide the Contractor the access to the site and storage during the period of the contract when required.

6. PAYMENT

6.1 An initial 30% deposit will be required to secure a booking and guarantee a work date in the Contractor's diary. The Contractor is unable to reserve work dates without a deposit.

6.2 The remaining 70% will be due upon project completion.

6.3 Should the project take longer than 7 days, the Contractor requires 30% of the fee 7 days into the contract, and the remaining 40% upon project completion. This is due to cost of materials and labour.

6.4 All accounts or invoice bills are payable within 7 days, unless stated otherwise.

6.5 Late payments of invoices for completed works, beyond our 7 day payment terms, will be subject to a 5% monthly interest charge (on all outstanding amounts).

6.6 Payments can be made to TC Fencing and Landscaping by bank transfer. Details provided separately.

6.7 Advance deposits or payments may be required for third party workers and sub-contractors (examples include electricians, plumbers, bricklayers).

6.8 All costs are subject to VAT at the current rate.

7. ACCIDENTAL/ WEATHER DAMAGE TO COMPLETED WORKS

7.1 After thorough completion of landscaping, TC Fencing and Landscaping is unable to accept responsibility for any damage to hard landscaping projects. This includes damage from winds, rains, droughts, snow, and frost to any raw material. This also applies to the freeze-thaw action occurring in the cement work of brickwork, paving and patios.

7.2 Accidental damage to materials or the completed project caused by the Client, the Client's family/friends or a third party with no connection to the Contractor, will under no circumstances be covered by TC Fencing and Landscaping. The responsibility of these damages will be at the Client's expense.



7.3 Should the event occur that a member of TC Fencing and Landscaping accidentally breaks or damages the Clients' property or materials, we will promptly replace the item or fix the problem.

8. DELAYS OR DISRUPTION

8.1 The Contractor aims to complete all agreed work within a reasonable time or by a specified date agreed by all parties involved.

8.2 The Contractor accepts no responsibility of delays or failure to meet completion date due to factors beyond their control. This includes adverse weather conditions, force majeure etc.

8.3 Adverse weather conditions may be highly likely to cause delays in the commencement or completion of works. Such weather conditions include extreme heat, excessive rain, snow, frost/ice, drought, and wind. The Contractor will always inform the Client at the earliest time if any delays should occur.

8.4 Staff Illnesses or death of family members may be another unavoidable factor that will delay the commencement or completion of a project. Again, if a member of the team is to appear ill or is unable to attend work due to unforeseen family circumstances, the Contractor has the duty to inform the Client as early as possible as to whether the scheduled works will be affected.

8.5 Delays caused by other companies working on site that have not been employed or contracted by TC Fencing and Landscaping at the time of agreed schedule, will result in further charges to the Client. This will be to cover the Contractor's business losses/costs.

9. PHOTOGRAPHS & VIDEOS

9.1 TC Fencing and Landscaping are proud of the work we carry out. Therefore, we photograph and video log all our projects, no matter how big or small. We document all progress of the project, from before to after.

9.2 All our photographs and videos may be used on our website and social media pages, Facebook, and Instagram. Our images and videos are used to advertise our business and our work, and all images and videos are the property of TC Fencing and Landscaping.

9.3 TC Fencing and Landscaping reserves the right to publish photographs and videos of work carried out on our business website: www.tcfencingandlandscaping.co.uk.

9.4 Should you wish for your project to not be photographed, the Client must inform the Contractor prior to works taking place.

10. ADDITIONAL WORK

10.1 Any work that is not included in the original formal quotation, which is later requested by the Client, will be treated as additional works. The Contractor will always try to complete any additional work requested at the same time as the ongoing project. If this cannot be achieved, then a separate date will be agreed and scheduled.



10.2 TC Fencing and Landscaping will provide detailed costs for the additional work for the consideration of the Client. This will be in the form of a formal quotation and description of work to be carried out. Once the work and cost has been agreed upon by both Client and Contractor in writing and relevant deposit/s have been received, the additional work may commence.

11. CANCELLATION OF CONTRACT

11.1 Should the Client wish to cancel the works scheduled, a notice period of fourteen clear days (inclusive) from the date the formal quotation was signed is required.

11.2 Any unrecoverable costs made for materials during that period will be charged in full to the Client.

11.3 For cancellations that have not provided the Contractor the fourteen days' notice period from the date the quotation was signed, the Contractor remains the right to keep any deposits paid to cover their losses. In addition, any materials that have been purchased on behalf of the Client, or any other unrecoverable costs made will be charged to the Client.

11.4 Should the Client wish to cancel their scheduled works; the notice of cancellation must be made to the Contractor as soon as possible, preferably by telephone: 07944 580299. However, an email can also be sent to: enquiries@tcfencingandlandscaping.co.uk

12. IMPORTANT INFORMATION

TC Fencing and Landscaping is unable to accept any responsibility for any damages or cost involved to any underground hazards, obstructions or services which has not been made known to the Contractor in writing or has not been evident upon the initial visual inspection.

The Contractor is not able to accept responsibility for any of the Clients' electrical appliances that may be unplugged or switched off, for the purpose of using the Client's power source or for safety reasons during the scheduled working day.

It is the full responsibility of the Client to ensure that any electrical equipment eg. refrigerators, freezers, lights, ovens, cookers etc. are all plugged back into their sockets and switched on during or at the end of any working day, or during the works contract.

If neighbour dispute prevents or pose a delay in the Contractor from carrying out their agreed scheduled works, the Client will be charged for TC Fencing and Landscaping' lost time. This will also require the Contractor retaining the Client's initial 30% deposit to cover the business costs. Therefore, the Client has a responsibility to notify the Contractor of any issues which may occur.

Public Liability Insurance

TC Fencing and Landscaping has full public liability insurance. If you would like to view our public liability insurance, please ask us.



CONTACT

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